

## GUJARAT ELECTRICITY REGULATORY COMMISSION

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### REQUEST FOR PROPOSAL (RFP)

**Proposal/bids invited from consultancy firms to provide assistance to Gujarat Electricity Regulatory Commission (GERC) in the work of:**

- **Truing up for FY 2023-24, Approval of Aggregate Revenue Requirement and Determination of Tariff for the Fourth Control Period (FY 2025-26 to FY 2029-30) (For Distribution Licensees Determination of Tariff for FY 2025-26 only):**

#### **Task 1**

**Part A: Assistance in Determination of ARR and Tariff Orders for the Fourth Control Period for the following Utilities:**

- Torrent Power Ltd. – Generation (APP) (TPL-G (APP))
- Torrent Power Ltd. – Distribution (Ahmedabad) (TPL-D(A))
- Torrent Power Ltd. – Distribution (Surat) (TPL-D(S))
- Torrent Power Ltd. – Distribution (Dahej) (TPL-D (D))
- Torrent Power Ltd. – Distribution (Dholera) (TPL-D (DH))
- Torrent Power Ltd. – Distribution (MBSIR) (TPL-D (MB))

**Part B: Assistance in Determination of ARR and Tariff Orders for the Fourth Control Period for the following Utilities:**

- MPSEZ Utilities Ltd. (MUL)
- GIFT Power Company Ltd. (GIFT PCL)
- Aspen Park Infra Vadodara Pvt. Ltd. (AIVPL)
- Deendayal Port Authority (DPA)
- Jubilant Infrastructure Limited (JIL)

## **Task 2**

### **Part A: Assistance in Determination of ARR and Tariff Orders for the Fourth Control Period for the following Utilities:**

- a) Gujarat State Electricity Corporation Ltd. (GSECL)
- b) Gujarat Energy Transmission Corporation Ltd. (GETCO)
- c) State Load Despatch Centre (SLDC)

### **Part B: Assistance in Determination of ARR and Tariff Orders for the Fourth Control Period for the following Utilities:**

- a) Dakshin Gujarat Vij Company Ltd. (DGVCL)
- b) Madhya Gujarat Vij Company Ltd. (MGVCL)
- c) Paschim Gujarat Vij Company Ltd. (PGVCL)
- d) Uttar Gujarat Vij Company Ltd. (UGVCL)

## **1. Introduction**

The Gujarat Electricity Regulatory Commission (GERC) was constituted by the Government of Gujarat on 12<sup>th</sup> November, 1998 under provisions of Electricity Regulatory Commissions Act, 1998, and commenced functioning on 19<sup>th</sup> April, 1999. Subsequently, the Gujarat Electricity Industry (Re-organization and Regulation) Act, 2003, was passed almost concurrently with the Central Government's Electricity Act, 2003. Accordingly, the Commission has come under the purview of the Electricity Act, 2003, as the Electricity Regulatory Commissions Act, 1998 has since been repealed.

GERC is an autonomous quasi-judicial body responsible for regulation of the Power Sector in the State of Gujarat, consisting of generation, transmission, distribution, trading and use of electricity etc. Its primary objective includes taking measures conducive to the development of the electricity industry, promoting competition therein, protecting the interests of consumers and ensuring supply of electricity to all areas.

## **2. Terms of Reference**

### **2.1 Terms of Reference for Task 1 (Part A)**

Assisting the Commission in processing the petitions or applications filed by the Licensees / Companies for Truing up of FY 2023-24 based on the GERC (MYT) Regulations, 2016 and amendments thereof, Approval of Multi-Year Tariff Petitions consisting of Aggregate Revenue Requirement (ARR) and Determination of Tariff for the Fourth Control Period from FY 2025-26 to FY 2029-30 (for Generation) and

Determination of Tariff for FY 2025-26 (for Distribution) based on the GERC (MYT) Regulations, 2024.

**A. ASSIGNMENT PERTAINING TO GENERATING COMPANY:**

**Assistance to the Commission on the petition or application filed by Torrent Power Limited - Generation (APP) (TPL-G (APP)) on following:**

- Validation of the petition filed by TPL-G (APP) as per the provisions under the applicable rules, regulations and Acts, for the data sufficiency and identify further data requirement.
- Conducting a technical validation session, prior to admission of the Petition.
- Analysis and segregation of deviations in cost, revenue and other performance parameters due to controllable and uncontrollable factors for FY 2023-24 and calculation of aggregate gains or losses for FY 2023-24 on account of Controllable Factors, Uncontrollable Factors and Mechanism of Sharing based on the GERC (MYT) Regulations, 2016 and amendments thereof.
- Approval of Multi-Year Tariff Petition consisting of Aggregate Revenue Requirements (ARR) and Determination of Tariff for the Fourth Control Period from FY 2025-26 to FY 2029-30 based on the GERC (MYT) Regulations, 2024.
- Analysis of Fuel Utilisation Plan, Capital Investment Plan, determination of trajectories of performance parameters for additional Return on Equity, O&M Expenses and any other component(s) required for approval of MYT Petition based on the GERC (MYT) Regulations, 2024.
- Finalizing the Generation Tariff for the Fourth Control Period from FY 2025-26 to FY 2029-30.
- Assistance in public hearing including analysis of objections / rejoinders / suggestions etc.
- To provide critical analysis with assistance in case of review / clarificatory petition or appeal filed in the matter before the Commission or in the higher forum.

**B. ASSIGNMENT PERTAINING TO DISTRIBUTION COMPANIES:**

**Assistance to the Commission on the petitions or applications filed by Torrent Power Limited (TPL) for its (i) Distribution business in Ahmedabad-Gandhinagar Licensed Area (TPL-D (A)) (ii) Distribution business in Surat Licensed Area (TPLD (S)) (iii) Distribution business in Dahej SEZ Licensed Area (TPL-D (D)) (iv) Distribution business in Dholera SIR Licensed Area**

**(TPL-D (DH)) (v) Distribution business in MB SIR Licensed Area (TPL-D (MB)) on following:**

- Validation of the petitions filed by Discoms as per the provisions under the applicable rules, regulations and Acts, for the data sufficiency and identify further data requirement.
- Conducting a technical validation session, prior to admission of the Petition.
- Analysis and segregation of deviations in cost, revenue and other performance parameters due to controllable and uncontrollable factors for FY 2023-24 and calculation of aggregate gains or losses for FY 2023-24 on account of Controllable Factors, Uncontrollable Factors and Mechanism of Sharing based on the GERC (MYT) Regulations, 2016 and amendments thereof.
- Approval of Multi-Year Tariff Petitions consisting of Aggregate Revenue Requirements (ARR) for the Fourth Control Period from FY 2025-26 to FY 2029-30 and Determination of Tariff for FY 2025-26 based on the GERC (MYT) Regulations, 2024.
- Analysis of Sales and Demand Forecast, Power Procurement Plan, Resource Adequacy Plan, Capital Investment Plan, identification & determination of trajectories of performance parameters for additional Return on Equity, O&M Expenses, segregation of assets and costs between Wire & Retail Supply Business and any other component(s) required for approval of MYT Petition based on the GERC (MYT) Regulations, 2024.
- Finalizing the Distribution Tariff (Wheeling & Retail Supply) for FY 2025-26.
- Assistance in public hearing including analysis of objections / rejoinders / suggestions etc.
- To provide critical analysis with assistance in case of review / clarificatory petition or appeal filed in the matter before the Commission or in the higher forum.

**2.2 Terms of Reference for Task 1 (Part B)**

Assisting the Commission in processing the petitions or applications filed by the Licensees / Companies for Truing up of / up to FY 2023-24 based on the GERC (MYT) Regulations, 2016 and amendments thereof, Approval of Multi-Year Tariff Petitions consisting of Aggregate Revenue Requirement (ARR) for the Fourth Control Period from FY 2025-26 to FY 2029-30 and Determination of Tariff for FY 2025-26 based on the GERC (MYT) Regulations, 2024.

## **A. ASSIGNMENT PERTAINING TO SMALL DISTRIBUTION LICENSEES:**

**Assistance to the Commission on the petitions or applications filed by MPSEZ Utilities Ltd. (MUL), Gujarat International Financial Tec-City Power Company Ltd. (GIFT PCL), Aspenpark Infra Vadodara Pvt. Ltd. (AIVPL), Deendayal Port Authority (DPA) and Jubilant Infra Limited (JIL) on following:**

- Validation of the petitions filed by Discoms/Deemed Licensees as per the provisions under the applicable rules, regulations and Acts, for the data sufficiency and identify further data requirement.
- Conducting a technical validation session, prior to admission of the Petition.
- Analysis and segregation of deviations in cost, revenue and other performance parameters due to controllable and uncontrollable factors for FY 2023-24 and calculation of aggregate gains or losses for FY 2023-24 on account of Controllable Factors, Uncontrollable Factors and Mechanism of Sharing based on the GERC (MYT) Regulations, 2016 and amendments thereof.
- Approval of Multi-Year Tariff Petitions consisting of Aggregate Revenue Requirements (ARR) for the Fourth Control Period from FY 2025-26 to FY 2029-30 and Determination of Tariff for FY 2025-26 based on the GERC (MYT) Regulations, 2024.
- Analysis of Sales and Demand Forecast, Power Procurement Plan, Resource Adequacy Plan, Capital Investment Plan, identification & determination of trajectories of performance parameters for additional Return on Equity, O&M Expenses, segregation of assets and costs between Wire & Retail Supply Business and any other component(s) required for approval of MYT Petition based on the GERC (MYT) Regulations, 2024.
- Finalizing the Distribution Tariff (Wheeling & Retail Supply) for FY 2025-26.
- Assistance in public hearing including analysis of objections / suggestions / rejoinders etc.
- To provide critical analysis with assistance in case of review / clarificatory petition or appeal filed in the matter before the Commission or in the higher forum.

### **2.3 Terms of Reference for Task 2 (Part A)**

Assisting the Commission in processing the petitions or applications filed by the Generation Company / Transmission Licensee / SLDC for Truing up of FY 2023-

24 based on the GERC (MYT) Regulations, 2016 and amendments thereof, Approval of Multi-Year Tariff Petitions consisting of Aggregate Revenue Requirement (ARR) and Determination of Tariff (Fee and Charges for SLDC) for the Fourth Control Period from FY 2025-26 to FY 2029-30 based on the GERC (MYT) Regulations, 2024.

**A. ASSIGNMENT PERTAINING TO GENERATING COMPANY:**

**Assistance to the Commission on the petition or application filed by the State-Owned Gujarat State Electricity Corporation Ltd. (GSECL) on following:**

- Validation of the petition filed by GSECL as per the provisions under the applicable rules, regulations and Acts, for the data sufficiency and identify further data requirement.
- Conducting a technical validation session, prior to admission of the Petition.
- Analysis and segregation of deviations in cost, revenue and other performance parameters due to controllable and uncontrollable factors for FY 2023-24 and calculation of aggregate gains or losses for FY 2023-24 on account of Controllable Factors, Uncontrollable Factors and Mechanism of Sharing based on the GERC (MYT) Regulations, 2016 and amendments thereof.
- Approval of Multi-Year Tariff Petition consisting of Aggregate Revenue Requirements (ARR) and Determination of Tariff for the Fourth Control Period from FY 2025-26 to FY 2029-30 based on the GERC (MYT) Regulations, 2024.
- Analysis of Fuel Utilisation Plan, Capital Investment Plan, determination of trajectories of performance parameters for additional Return on Equity, O&M Expenses and any other component(s) required for approval of MYT Petition based on the GERC (MYT) Regulations, 2024.
- Finalizing the Generation Tariff for the Fourth Control Period from FY 2025-26 to FY 2029-30.
- Assistance in public hearing including analysis of objections / rejoinders / suggestions etc.
- To provide critical analysis with assistance in case of review / clarificatory petition or appeal filed in the matter before the Commission or in the higher forum.

**B. ASSIGNMENT PERTAINING TO TRANSMISSION COMPANY:**

**Assistance to the Commission on the petition or application filed by the State-**

**Owned Gujarat Energy Transmission Corporation Limited (GETCO) on following:**

- Validation of the petition filed by GETCO as per the provisions under the applicable rules, regulations and Acts, for the data sufficiency and identify further data requirement.
- Conducting a technical validation session, prior to admission of the Petition.
- Analysis and segregation of deviations in cost, revenue and other performance parameters due to controllable and uncontrollable factors for FY 2023-24 and calculation of aggregate gains or losses for FY 2023-24 on account of Controllable Factors, Uncontrollable Factors and Mechanism of Sharing based on the GERC (MYT) Regulations, 2016 and amendments thereof.
- Approval of Multi-Year Tariff Petition consisting of Aggregate Revenue Requirements (ARR) and Determination of Tariff for the Fourth Control Period from FY 2025-26 to FY 2029-30 based on the GERC (MYT) Regulations, 2024.
- Analysis of Capital Investment Plan, determination of trajectories of performance parameters for additional Return on Equity, O&M Expenses and any other component(s) required for approval of MYT Petition based on the GERC (MYT) Regulations, 2024.
- Finalizing the Transmission Tariff and Transmission Charges for the Fourth Control Period from FY 2025-26 to FY 2029-30.
- Assistance in public hearing including analysis of objections / rejoinders / suggestions etc.
- To provide critical analysis with assistance in case of review / clarificatory petition or appeal filed in the matter before the Commission or in the higher forum.

**C. ASSIGNMENT PERTAINING TO STATE LOAD DESPATCH CENTRE:**

**Assistance to the Commission on the petition or application filed by State Load Despatch Centre (SLDC) on following:**

- Validation of the petition filed by SLDC as per the provisions under the applicable rules, regulations and Acts, for the data sufficiency and identify further data requirement.
- Conducting a technical validation session, prior to admission of the Petition.
- Analysis and segregation of deviations in cost, revenue and other performance

parameters due to controllable and uncontrollable factors for FY 2023-24 and calculation of aggregate gains or losses for FY 2023-24 on account of Controllable Factors, Uncontrollable Factors and Mechanism of Sharing based on the GERC (MYT) Regulations, 2016 and amendments thereof.

- Approval of Multi-Year Tariff Petition consisting of Aggregate Revenue Requirements (ARR) and Determination of Fees and Charges for the Fourth Control Period from FY 2025-26 to FY 2029-30 based on the GERC (MYT) Regulations, 2024.
- Analysis of Capital Investment Plan, determination of trajectories of performance parameters for additional Return on Equity, O&M Expenses and any other component(s) required for approval of MYT Petition based on the GERC (MYT) Regulations, 2024.
- Finalizing the SLDC Fees and Charges for the Fourth Control Period from FY 2025-26 to FY 2029-30.
- Assistance in public hearing including analysis of objections / rejoinders / suggestions etc.
- To provide critical analysis with assistance in case of review / clarificatory petition or appeal filed in the matter before the Commission or in the higher forum.

## **2.4 Terms of Reference for Task 2 (Part B)**

Assisting the Commission in processing the petitions or applications filed by the Distribution Licensees for Truing up of FY 2023-24 based on the GERC (MYT) Regulations, 2016 and amendments thereof, Approval of Multi-Year Tariff Petitions consisting of Aggregate Revenue Requirement (ARR) for the Fourth Control Period from FY 2025-26 to FY 2029-30 and Determination of Tariff for FY 2025-26 based on the GERC (MYT) Regulations, 2024.

### **A. ASSIGNMENT PERTAINING TO STATE OWNED DISTRIBUTION LICENSEES:**

**Assistance to the Commission on the petitions or applications filed by the four State Owned distribution licensees (viz. Dakshin Gujarat Vij Co. Ltd. (DGVCL), Madhya Gujarat Vij Co. Ltd. (MGVCL), Paschim Gujarat Vij CO. Ltd. (PGVCL) and Uttar Gujarat Vij Co. Ltd. (UGVCL)) on following:**

- Validation of the petitions filed by the State Owned Distribution Licensees as per the provisions under the applicable rules, regulations and Acts, for the data sufficiency and identify further data requirement.



- Conducting a technical validation session, prior to admission of the Petition.
- Analysis and segregation of deviations in cost, revenue and other performance parameters due to controllable and uncontrollable factors for FY 2023-24 and calculation of aggregate gains or losses for FY 2023-24 on account of Controllable Factors, Uncontrollable Factors and Mechanism of Sharing based on the GERC (MYT) Regulations, 2016 and amendments thereof.
- Approval of Multi-Year Tariff Petitions consisting of Aggregate Revenue Requirements (ARR) for the Fourth Control Period from FY 2025-26 to FY 2029-30 and Determination of Tariff for FY 2025-26 based on the GERC (MYT) Regulations, 2024.
- Analysis of Sales and Demand Forecast, Power Procurement Plan, Resource Adequacy Plan, Capital Investment Plan, identification & determination of trajectories of performance parameters for additional Return on Equity, O&M Expenses, segregation of assets and costs between Wire & Retail Supply Business and any other component(s) required for approval of MYT Petition based on the GERC (MYT) Regulations, 2024.
- Finalizing the Distribution Tariff (Wheeling & Retail Supply) for FY 2025-26.
- Assistance in public hearing including analysis of objections / rejoinders / suggestions etc.
- To provide critical analysis with assistance in case of review / clarificatory petition or appeal filed in the matter before the Commission or in the higher forum.

### 3. Deliverables and duration of the Assignment

The **Schedule** of delivery for Task 1 and Task 2 shall be as under:

#### SCHEDULE

1	Award of work and signing of Agreement (Copy of the agreement attached herewith as Annexure I)	Date of signing the agreement
2	Submission of details of additional data requirement, if any and conducting technical validation session	Within 15 days of handing over of the copies of the petitions filed by Licensees / Companies / SLDC.
3	Submission of preliminary analysis report(s) - flagging the major issues	15 days after the submission as per Sr. No. 2 above

4	Submission of first analysis report(s)	45 days from the submission as per Sr. No. 3 above
5	Submission of final analysis report(s)	15 days from the submission as per Sr. No. 4 above

The Consultancy Firm shall extend the assistance till the finalization and issuance of the Tariff order by the Commission. The timelines for deliverables are to be strictly adhered to. No abnormal delay would be tolerated. In case of any such contingency, the study would be conducted from alternate source at the cost of the bidder.

#### 4. Eligibility & Qualification Criteria

The Consultancy Firms intending to assist the Commission for the above-mentioned tasks should fulfil the following eligibility criteria and shall provide satisfactory evidence towards the same:

- a) The bidding Consultancy Firm is expected to have complete knowledge of Electricity Act, 2003 as well as Policies, Rules, Regulations and guidelines issued under the Act.
- b) Shall have a minimum average annual turnover for last three financial years (FY 2021-22 to FY 2023-24) not less than Rs. 3 (three) Crore and shall have a positive net worth as per the latest audited accounts for FY 2023-24. The Consultancy Firm shall submit a certificate from a practising chartered accountant demonstrating the same.
- c) Shall be Consultancy Firm which has key personnel and project executives on its payroll, having proven records of accomplishment in the similar task areas.
- d) The Consultancy Firm shall be well acquainted with the Regulatory environment in the power sector, and functioning of licensees/generating companies of Central or State Companies / Central or State Regulatory Commissions and possess experience in dealing with such similar matters on a wide range.
- e) **Bidding by Joint Ventures, Consortiums, or Associations is not permitted for this bid. Subcontracting of any part of the work assigned under this contract is strictly prohibited. The selected bidder must perform all aspects of the contract using their own resources and personnel.**
- f) The key personnel proposed by the Consultancy Firm must have completed a minimum of eight assignments involving the preparation or evaluation of tariff proposals. Of these, at least one assignment must have been the preparation of Multi-Year Tariff (MYT) Order(s) on behalf of licensees and generating companies, or they should have substantial experience in analyzing and

assisting with tariff proposals submitted to the Central Electricity Regulatory Commission (CERC) or State Electricity Regulatory Commissions (SERCs), including at least one assignment involving assistance with Multi-Year Tariff (MYT) Proposals for Generation, Transmission and Distribution of electricity. The bidder is required to submit documentary evidences in support of having completed such jobs. Further, the firm should have prepared Multi Year Tariff Regulations for Generation, Transmission and Distribution of electricity.

- g) The project executives proposed by the Consultancy Firm should have completed at least four assignments in the past, of preparation or determination of tariff proposals, on behalf of licensees / generating companies, or should have experience of analyzing and assisting such tariff proposals filed with the CERC / SERC by the Companies. The bidder is required to submit documentary evidences in support of having completed such jobs
- h) The Consultancy Firm should have adequate financial, technical and legal knowhow to undertake such tasks as per terms of reference provided to them considering various steps to be performed from the inception to the completion within the time frame prescribed by the Commission.
- i) Personnel of Consultancy Firm should be a Graduate, Post Graduate or Doctorate of relevant disciplines and additionally have MBA / CMA / CA / CS / Law qualifications related to tasks which are to be performed and shall be technically sound with practical knowledge in performing various assigned tasks. **All the personnel proposed by the Consulting firm must be on the payroll of the Bidding Firm prior to the date of submission of the Bid.**

The profile of key personnel is as under:

- A. Project Director – at least 15 years of experience in power sector. (Preferably BE/ME & MBA / Ph.D.)
- B. Project Leader – at least 12 years of experience in power sector with qualification of BE/ME & MBA or Ph.D. or CA / CMA / CS.
- C. Regulatory Expert – at least 12 years of experience in power sector (Preferably BE/ME & MBA or Ph.D.)
- D. Financial & Accounting Expert – at least 12 years of experience, preferably in the power sector with qualification of CA / CMA / CS.

The project executives having at least 5 years of experience in power sector shall support these experts. **The successful bidder shall ensure that at least three (3) personnel shall continuously remain present at the Commission's office**

**during the work related to assistance to the Commission for MYT Petitions analysis and other aspects till Orders are issued on MYT petitions by the Commission.**

However, the firm may strengthen its team with additional manpower as per requirement of the assignment. Any deployment of additional manpower should be made with the approval of the Commission. Such manpower must be on the payroll of the Bidding Firm prior to the date of submission of the Bid.

- j) The Bidder is required to nominate a Project Director who shall interact with the Commission or the Officer designated by the Commission on regular basis during the consultancy period.
- k) The Bidder shall have an appropriate team or individuals, with the proposed key resources being full time employees with requisite skills to carry out the tasks within the time frame prescribed by the Commission. No change in the personnel shall be permissible.

Provided that if any reasons, beyond the reasonable control of the Consultants, it becomes necessary to change any of the key personnel for which the Consultants will forthwith provide as a replacement a person of equivalent or better qualifications and experience with prior approval of the Commission. However, in such eventuality when the Commission deems as fit to discontinue the task being assigned to the Consulting Firm, the Commission has right to discontinue the task without assigning any reason(s) thereof.

- l) The Consultancy Firm or its Chairman, Managing Director, Director, CEO, COO, CFO including its leadership team and personnel proposed to be deployed for the purposes of this assignment should not have been blacklisted / debarred for conducting studies or consultancy services by any Electricity Regulatory Commission in India/MoP/MNRE or such institution/Govt. organization in past or present, nor there is any pending dispute in this regard. An undertaking on affidavit in this regard shall be given by the consultant in the form V. Further, they should not have been convicted in criminal case and shall act in consonance with Govt. Policy/Rules/Regulations and shall not enter private communication with respect the assignment without prior consent of the Commission and maintain confidentiality.
- l) The firm who fulfils above criteria shall be termed as eligible bidder.
- m) **The Consulting Firm who has assisted / is assisting the Licensees / Companies / SLDC of the State of Gujarat in their filings for Truing-up for FY 2023-24 and / or MYT filings for the Fourth Control Period from FY 2025-26 to FY 2029-30 before this Commission shall not be termed as eligible bidder.**

- n) The Consultancy Firm should furnish the copies of certificates of Goods & Services Tax registration and PAN. In case GST registration number is not allotted to the consultancy firm, it should furnish the acknowledgement receipt of the application.

## **5. Submission of RFP Bid and Bidding Procedure**

The Consultancy firm may submit its bid exclusively for either Task 1 or Task 2 or for all the two Tasks.

The Consultancy Firm shall submit one copy of consolidated technical bid along with a soft copy (in word format) and task-wise copies of financial bids, duly sealed in separate envelopes in the Bid.

The envelopes should be clearly marked as “Technical Bid” and “Financial Bid”. In case **the financial offer is placed in the “Technical Bid” envelop or technical offer is placed in the “Financial Bid” envelop, the Bid of the participant shall be declared invalid and rejected.** The firm, submitting its bids for any two of four Tasks or any three of four Tasks or for all the four Tasks shall submit **financial bids separately for all the Tasks.**

The bid should contain the information as sought in the forms (given with this document) and the financial bid.

The bidder in addition to furnish complete information as above shall also furnish a complete document on the proposed approach; methodology and work plan for rendering the tasks as per the terms of reference / scope of work. The work plan shall include full justification for procedures to be adopted. An indicative time schedule for carrying out each element of the tasks should also be submitted.

## **6. Evaluation of Bids**

- 1) The technical bid of the eligible bidder shall be evaluated for selection of successful bidder.
- 2) Technical component will carry 60% weightage and financial evaluation will carry 40% weightage.
- 3) Technical evaluation will be done, taking into account the criteria mentioned below by the Consultancy Evaluation Committee (CEC) to be nominated by the Commission. Each criterion shall be marked on a scale of 1 to 100 and then the mark for each criterion shall be weighted to calculate average technical scores. Weights in the following ranges will be used by the Committee appointed by the Commission to calculate the weighted average technical score for each proposal:

<b>Technical Parameters (Criteria)</b>	<b>Weight</b>
The consultant's relevant experience for the assignment	35
The quality of the methodology proposed for the assignment with considerations of various provisions of MYT Regulations and its various subjects (understanding of the issues and approach to be followed)	25
The qualification, competence and experience of the personnel proposed	
i.    General Qualification	20
ii.   Adequacy, competency and experience	20
<b>Total Technical Score</b>	<b>100</b>

- 4) The mix of weights approved by the Commission will total to 100. The minimum qualifying technical score is 80 out of 100. The consultants may be called for presentation of the methodology proposed for the assignment by the CEC. The consultants securing the minimum qualifying marks shall be informed about the date and time of opening of the financial proposal. The financial bid of those consultants who fail to obtain minimum qualifying marks shall not be opened.
- 5) The proposed prices and consolidated cost shall be read and recorded in the minutes of the opening of bids. The financial bid having least consolidated cost will be given a financial score of 100 and other bids will be given the financial scores that are inversely proportional to their prices. The total score shall be obtained as the weighted average of technical score (60%) and financial score (40%).
- 6) Bidders who demonstrate prior experience in the formulation of Multi-Year Tariff (MYT) Regulations, or in developing guidelines/rules related to Electricity Tariffs, or who have undertaken relevant studies in the subject matter of Electricity Tariff and its allied areas on behalf of Electricity Regulatory Commissions / World Bank / Asian Development Bank / IMF / MoP / CEA / MNRE / FoR / State Governments, will be awarded additional technical scores in the technical evaluation phase. Bidders are required to submit detailed documentation as specified in the suitable form appended to this RfP document.
- 7) The Financial bids for the work related to Task 1 shall be evaluated and opened first as per the above-mentioned procedure. **The Consulting Firm selected for the work related to Task 1 will ordinarily not be considered for the work related to Task 2. However, the Commission reserves the right to consider allocating two Tasks to one consulting firm also.**
- 8) The Commission reserves the right to reject any / all the bids (RFP) in part / or

in full without assigning any reason. The Commission also reserves the right to place the order with more than one bidder(s) for each / all the assignments mentioned in Terms of Reference.

- 9) Without written consent of the Commission, the Consultants and their employees involved in the assignment shall not utilize, publish, disclose, or part with any information collected for the Commission and they shall be duty bound to hand over the entire record of the assignment (information gathered, analysis, etc.) to the Commission on completion of the assignment.

## **7. Signing the Agreement and Terms of Payment:**

The successful bidder shall sign the agreement with GERC, a sample copy of which is attached herewith. The schedule of payment to the bidder is as under;

- 1) 10% on award of contract & execution of agreement.
- 2) 25% on submission of the preliminary analysis report.
- 3) 25% on submission of the draft order.
- 4) 40% on submission of the final order.

## **8. Amendments**

The Commission reserves the right to amend these Terms and Conditions as necessary. Any changes will be communicated to all bidders in a timely manner.

## **9. Acceptance**

By submitting a proposal, bidders acknowledge that they have read, understood, and agreed to these Terms and Conditions. The Commission may require further documentation or clarification from the successful bidder regarding their chosen assignment.

## **10. Additional Terms and Conditions**

The Commission has issued two separate Requests for Proposals (RfPs) for assignments related to providing assistance in the following areas:

1. Regulatory Matters on a Retainer Basis
2. MYT Orders for FY 2025-26

Each assignment / RfP will be treated independently, and the Commission reserves the right to engage different consultants for each area. In the event that a bidding firm is selected as a successful bidder for both assignments, the following conditions will apply:

- The successful bidder must confirm their willingness to undertake **one** of the two assignments specified in the RfPs.
- The selection of the assignment to be undertaken is at the bidder's discretion and must be communicated to the Commission in writing within **three working days** of notification of their successful bid.

**11. Last date of submission of RFP:**

The final bids complete in all respect are required to be submitted latest by, on or **before 20/11/2024**, up to **1800 hours IST**. The address for submission of the proposal is given below:

The Secretary,  
Gujarat Electricity Regulatory Commission, 6th  
Floor, GIFT ONE, Road 5C, Zone 5, GIFT City,  
District: Gandhinagar, Gujarat - 382050.

**Sd/-**  
**(Ranjeeth Kumar J., IAS)**  
**Secretary**  
**Gujarat Electricity Regulatory Commission**  
**Gandhinagar**

**Place: GIFT City, Gujarat.**

**Date: 24/10/2024**



## FORM I

### RFP Letter Proforma

To,  
The Secretary,  
Gujarat Electricity Regulatory Commission,  
6th Floor, GIFT ONE, Road 5C, Zone 5, GIFT City,  
Dist.: Gandhinagar, Gujarat - 382050.

**Sub: Providing assistance to GERC in the work of Task 1/Task 2.**

Sir,

We, (name of the firm), having read and examined in detail the RFP document for providing assistance to GERC in the above-mentioned work, express our desire to undertake the work as mentioned in the RFP document.

#### **1. General Information:**

- a) Name and address of the consultancy firm
- b) Name and address of the authorized signatory with contact details such as E-mail/Telephone & Mobile No.
- c) Name of contact person to whom all references to be made with contact details such as E-mail/Telephone & Mobile No.
- d) Turnover of the Firm/Organization/Institution for last three FYs
- e) Net-worth of the Firm/Organization/Institution as per latest audited accounts
- f) PAN No. & GST Registration No. of the Firm/Organization/Institution

#### **2. Documents forming part of RFP:**

We have enclosed the following:

- a) Request for proposal – Form I.
- b) Details showing similar tasks performed in the past – Form II
- c) Details of the key personnel, project executives and other manpower proposed to handle the tasks with their Bio-data in brief mentioning their experience in similar tasks done earlier and presently on hand. – Form III
- d) Financial Bid as per – Form IV. (Separate envelope)
- e) Declaration / Certification as per – Form V.
- f) A complete document on the proposed approach; methodology and work plan

for rendering the tasks as per scope of work.

- g) Certificates by a practicing Chartered Accountant, certifying the criteria given at sub-clause b) under 4) Eligibility and Qualification Criteria of the RfP document.

We hereby declare that RFP is made in good faith and the information contained is true and correct to the best of my knowledge and belief.

Thanking you,

(Authorized Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

## FORM II

### Details of Similar Tasks Performed

(Using the format below, provide information on each reference assignment for which your firm, either individually or as a corporate entity or as one of the major Companies within an association, can be legally contracted.)

1. **Name of Consultancy Firm:** \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Part A: Submission of Details as per sub-clause f) & g) of Clause No. 4 of RfP

- (a) Name of assignment:
- (b) Location within the Country:
- (c) Name of client and address:
- (d) Name of associated consultants/ firms employed, if any:
- (e) Duration of assignment:
  - (i) Start (Month/Year):
  - (ii) Completion (Month/Year):
- (f) Approx. value in Indian Rupees:
- (g) Name of senior staff (Project Director/Coordinator/Project Leader involved and functions performed).
  - (i)
  - (ii)

- (iii)
- (h) Professional staff employed (Give profile in brief).
- (i) Description of the project (in brief).
- (j) Description of detailed approach, methodology & work plan for performing the assignment.

(Authorized Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

**Part B: Submission of Details as per sub-clause 6) of Clause No. 6 of RfP**

- (k) Name of assignment:
- (l) Location within the Country:
- (m) Name of client and address:
- (n) Name of associated consultants/ firms employed, if any:
- (o) Duration of assignment:
  - (i) Start (Month/Year):
  - (ii) Completion (Month/Year):
- (p) Approx. value in Indian Rupees:
- (q) Name of senior staff (Project Director/Coordinator/Project Leader involved and functions performed).
  - (i)

(ii)

(iii)

(r) Professional staff employed (Give profile in brief).

(s) Description of the project (in brief).

Description of detailed approach, methodology & work plan for performing the assignment.

(Authorized Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

**N.B.:** Attach a copy of certificate issued by the respective organization for whom the assignment was carried out.

**FORM III**

**Biographical sketch of the Project Team to be deployed for the assignment**

**Name:**

**Proposed Position in this assignment:**

**Name of Firm:**

**Profession:**

**Date of Birth:**

**Years with Firm:**

**Field of major interest:**

**Additional Information (if any):**

**Experience of the professional:**

(Give an outline of project members' experience and training most pertinent to the tasks on assignment. Describe Degree of responsibility held by each project member on relevant previous assignment and give dates and locations. Use up to half a page)

<b>Institution</b>	<b>Title / Topic of Task or Study carried out</b>	<b>Position in the study</b>	<b>Period</b>

**Detailed Tasks Assigned:**

**Academic Qualification:**

(Summarize College/University and other specialized education of each key personnel, giving names of schools, dates attended and degrees obtained. Use up to a quarter of a page).

<b>Degree</b>	<b>University / Board</b>	<b>Field(s)/Subject</b>	<b>Year</b>

**Employment Record:**

(Starting with present position, list in reverse order every employment held. List all positions held by the staff members since graduation, giving dates, name of employing organization, title of positions held and location of assignments. For experience in the last ten years, also give types of activities performed and Client references, where appropriate. Use up to three- quarter of a page).

**Certification:**

I, the undersigned, certify that, to the best of my knowledge this bio-data correctly describes me, my qualifications and my experience.

Date:

(Authorized Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

**Composition of the Key Personnel in the Consultancy Firm for the proposed work**

<b>Sr. No.</b>	<b>Name</b>	<b>Position</b>	<b>Responsibility</b>	<b>Proposed Duration on the task (Days)</b>
1				
2				
3				
4				
5				
6				
..	...	...	...	...

(Authorized Signatory)

(Name & Title of Signatory)

Name and Address of the Firm



**FORM IV**

**Financial Bid for work of providing assistance to GERC**

-

**in Multi-Year Tariff Orders for the Control Period FY 2025-26 to FY 2029-30**

<b>Task - 1 [Part A]</b>	<b>Description</b>	<b>Amount in ₹ (without tax)</b>	<b>Amount in ₹ (with tax)</b>
Assignment A TPL-G (APP)	MYT Order for the Control Period from FY 2025-26 to FY 2029-30		
Assignment B TPL-D (A)	MYT Order for the Control Period from FY 2025-26 to FY 2029-30		
Assignment B TPL-D (S)	MYT Order for the Control Period from FY 2025-26 to FY 2029-30		
Assignment B TPL-D (D)	MYT Order for the Control Period from FY 2025-26 to FY 2029-30		
Assignment B TPL-D (DH)	MYT Order for the Control Period from FY 2025-26 to FY 2029-30		
Assignment B TPL-D (MB)	MYT Order for the Control Period from FY 2025-26 to FY 2029-30		
<b>TOTAL</b>			

(Authorized Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

**FORM IV**

**Financial Bid for work of providing assistance to GERC**

-

**in Multi-Year Tariff Orders for the Control Period FY 2025-26 to FY 2029-30**

<b>Task – 1 [Part B]</b>	<b>Description</b>	<b>Amount in ₹ (without tax)</b>	<b>Amount in ₹ (with tax)</b>
Assignment A MUL	MYT Order for the Control Period from FY 2025-26 to FY 2029-30		
Assignment A GIFT PCL	MYT Order for the Control Period from FY 2025-26 to FY 2029-30		
Assignment A AIVPL	MYT Order for the Control Period from FY 2025-26 to FY 2029-30		
Assignment A DPT	MYT Order for the Control Period from FY 2025-26 to FY 2029-30		
Assignment A JIL	MYT Order for the Control Period from FY 2025-26 to FY 2029-30		
<b>TOTAL</b>			

(Authorized Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

**FORM IV**

**Financial Bid for work of providing assistance to GERC**

-

**in Multi-Year Tariff Orders for the Control Period FY 2025-26 to FY 2029-30**

<b>Task – 2 [Part A]</b>	<b>Description</b>	<b>Amount in ₹ (without tax)</b>	<b>Amount in ₹ (with tax)</b>
Assignment A GSECL	MYT Order for the Control Period from FY 2025-26 to FY 2029-30		
Assignment B GETCO	MYT Order for the Control Period from FY 2025-26 to FY 2029-30		
Assignment C SLDC	MYT Order for the Control Period from FY 2025-26 to FY 2029-30		
<b>TOTAL</b>			

(Authorized Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

**FORM IV**

**Financial Bid for work of providing assistance to GERC**

-

**in Multi-Year Tariff Orders for the Control Period FY 2025-26 to FY 2029-30**

<b>Task – 2 [Part B]</b>	<b>Description</b>	<b>Amount in ₹ (without tax)</b>	<b>Amount in ₹ (with tax)</b>
Assignment A DGVCL	MYT Order for the Control Period from FY 2025-26 to FY 2029-30		
Assignment A MGVCL	MYT Order for the Control Period from FY 2025-26 to FY 2029-30		
Assignment A PGVCL	MYT Order for the Control Period from FY 2025-26 to FY 2029-30		
Assignment A UGVCL	MYT Order for the Control Period from FY 2025-26 to FY 2029-30		
<b>TOTAL</b>			

(Authorized Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

## FORM V

### Declaration / Certification (To be submitted on affidavit)

To,  
The Secretary,  
Gujarat Electricity Regulatory Commission,  
6th Floor, GIFT ONE, Road 5C, Zone 5, GIFT City,  
Dist.: Gandhinagar, Gujarat - 382050.

Sir,

I have carefully gone through the Terms & Conditions contained in the Request for Proposal document regarding the work of providing assistance to GERC in preparation of the MYT Orders for FY 2025-26. I hereby declare and undertake that neither the firm nor the top management such as Chairman, Managing Director, Director, CEO, CFO, COO nor any personnel proposed to be deployed for the purposes of this assignment are blacklisted / debarred for conducting studies or consultancy services by any Electricity Regulatory Commission of India/MoP/MNRE or such institution in past or present nor there is any pending dispute in this regard. I further certify that none of the above personnel has been convicted in criminal case. I am an authorized signatory of my firm and therefore competent to make this declaration.

(Authorized Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

## AGREEMENT

Articles of Agreement made on this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_ one (first) part (Consultant) and the **Gujarat Electricity Regulatory Commission** (herein after called "the Commission") of the other (Second) part.

Whereas the Commission has engaged the party of the first part as a consultant and the party of the first part has agreed, to provide the consultancy services to the Commission, on the terms and conditions hereinafter contained.

Now both the parties hereto respectively agree in the presence of witness as follows -

- 1) The party of the first part (Consultant) shall submit himself to the orders of the Commission and of the officers and authorities under whom he may from time to time be placed by the Commission.
- 2) The party of the first part (Consultant) shall complete the assignment as contained in Schedule mentioned in the request for Proposal document ***strictly*** within a period of 90 days commencing from \_\_\_\_\_.
- 3) In case of any default on the part of the party of the first part in completion of the work within time schedule agreed to between the parties as herein above, the party of the second part (the Commission) shall be at liberty to get the work completed from any other agency at the risk and cost of the party of the first part (Consultant)
- 4) The party of the first part (Consultant) shall be paid Rs. \_\_\_\_\_ (Rupees in words) including tax.
- 5) The schedule of payments shall be as under
  - 1) 10% on award of contract & execution of agreement.
  - 2) 25% on submission of the preliminary analysis report.
  - 3) 25% on submission of the draft order.
  - 4) 40% on submission of the final order.
- 6) No TA/DA shall be admissible to the party of the first part for local journeys in connection with the consultancy assignment.
- 7) The payment of fee shall be made by the Commission after the deduction of tax at source in accordance with law for the time being in force.

- 8) Any information of confidential nature, which comes to the knowledge or into the possession of the Consultant or of any of its employees by virtue of the engagement subject matter of this contract; shall not be disclosed by the Consultant or its employees to any person in any manner. Any breach of this clause without prejudice to any other action that may be initiated according to law, shall also subject the Consultant to a liability to pay to the Commission such compensation as may be decided by the Commission keeping in view the nature, manner and motive of the information disclosed and the extent of damage caused by such unauthorized disclosure.
- 9) The party of the first part undertakes that this assignment shall not be in conflict with its prior or current obligations to other clients nor shall it place itself in a position of not being able to carry out the assignments objectively and impartially. In case of any default on the part of the party of the first part, the Commission shall be at liberty to get the work completed from any other agency at the risk and cost of the party of the first part (Consultant).
- 10) The party of the first part undertakes to render the required services to the full satisfaction of the Commission and in case of any default on the part of the party of the first part, the party of the second part (the Commission) shall be at liberty to get the work completed from any other agency at the risk and cost of the party of the first part (Consultant).
- 11) The Commission reserves its right to foreclose, terminate or cancel the engagement of the Consultant without assigning any reasons. In such cases party of the first part (Consultant) shall be paid remuneration after taking into consideration the portion of work completed prior to such foreclosure, termination or cancellation of the engagement as may be decided by the Commission, and the decision of the Commission shall be conclusive and binding. The remuneration so fixed and paid shall be deemed to be the final payment in such case.
- 12) In case of any differences or disputes between the parties arising out of this AGREEMENT, the same shall be referred to arbitration by a person nominated by the Commission. The proceedings shall be subject to the Arbitration and Conciliation Act 1996, as amended from time to time.
- 13) Consultant's Personnel

The party of the first part (Consultant) shall provide Description of personnel with names, position, qualifications and experience. The Consultants shall also make sure continuous availability of the senior personnel at GERC office till completion of the consultancy assignment.

14) Removal and/or replacement of the personnel

Except as the Commission may otherwise agree, no change shall be made in the key personnel till the assignment is completed in all respect. If, for any reasons, beyond the reasonable control of the Consultants, it becomes necessary to change any of the key personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications and experience, acceptable to the Commission.

15) If the Commission finds that any of the personnel has either (1) committed serious misconduct or has been charged with having committed a criminal action or (2) have cause to be dissatisfied with the performance of any of the personnel, then the Consultant shall, at the Secretary's written request, forthwith provide as a replacement a person with qualification and experience acceptable to the Commission.

The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of personnel.

16)

- I. The party of first part (Consultant) has not and shall not offer, promise, give encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is
  - a. direct or through a third party;
  - b. of a public official or a private sector person;
  - c. financial or in some other form; or
  - d. relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a "person" is any individual, partnership. Company or any other legal entity, public or private.
- II. The party of the First part (Consultant) shall, adhere to applicable anti-bribery and corruption laws.



- III. Each party shall, immediately upon becoming aware of them, give the other Party all details of any non-compliance with sub-clauses (a) and (b)

It is a condition of this agreement that each Party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this Agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy.

- 17) Nodal Person of the party of the first part (Consultant) – \_\_\_\_\_.
- 18) The Secretary, Gujarat Electricity Regulatory Commission, shall be the Nodal Officer on behalf of the Commission.
- 19) Any other terms and conditions  
In respect of any matter for which no provision has been made in this agreement, the provisions contained in the general instructions of the Government on the subject of engagement of consultants shall apply.

IN WITNESS WHERE OF the party of the first part (Consultant)  
\_\_\_\_\_ and Secretary to the  
Commission on behalf of the Commission have hereto put their hands on the  
day and the year first above written.

Signed by \_\_\_\_\_

the party of the first part

In the presence of \_\_\_\_\_

Signed by \_\_\_\_\_ to the Commission

For and on behalf of the Commission

In the presence of \_\_\_\_\_

